**EXHIBIT G** 



GMAC Dallas Regional Business Center 5208 Tennyson Parkway, Suite 120 Plano, TX 75024 1-800-343-4541 Ext. 2063

## SENT VIA FEDEX AND EMAIL TO JOHNR@EVCHEV.COM

December 15, 2008

Mr. John Reggans, President Everett Chevrolet, Inc. 7300 Evergreen Way Everett, WA 98203

Re: Wholesale Credit Line of Everett Chevrolet, Inc. ("Dealership")

Dear Mr. Reggans:

As you know, GMAC has communicated with you on several occasions this year about the declining creditworthiness of the Dealership. Due to its concerns, GMAC has requested in various communications that certain actions be taken within a specified period of time in order to reduce the risk to GMAC. Beginning with the meeting on June 10, 2008 between you and Jerry Vick, the requested actions included, among other things:

- Make an injection of unencumbered funds in the amount of \$800,000 into the Dealership
  - o This was only partially achieved; only \$500,000 was invested
- Provide your personal guaranty of the Dealership's obligations
  - O This has not been done yet
- Remit vehicle payments "promptly and faithfully" as required under the Wholesale Security Agreement ("WSA")
  - O Dealership wholesale payment performance has not improved, as determined by audits taken on 8/22/2008, 9/04/2008, 9/23/2008, 10/27/2008, 11/11/2008, 11/20/2008, and 12/05/2008. Most notably, the recent sale out of trust on December 5, 2008 of approximately \$132,000 was unacceptable, and is a serious default under GMAC's WSA.
- Pay principal reductions as billed on prior model year inventory, as well as on used vehicles financed more than 120 days
  - o To date, reduction payments have not been made, in full, as billed.

GMAC also advised you on numerous occasions that the Dealership has exceeded its credit line limit and has had an excessive number of financed vehicles in inventory for an extended period of time. As of the date of this letter, the Dealership's New Vehicle Credit Line is at 110 units (temporarily increased on 10/1/08 to 138 units) with 165 units currently financed by GMAC; which equates to a 196 days supply based on the October 31, 2008 GM Operating Report (54 of the 165 units currently financed by GMAC are Prior Model Year Units [2008 and older]). The Dealership's Used Vehicle Credit Line is at 110 units with 89 units currently financed by GMAC (38 units have been financed greater than 120 days).

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Due to the above, this letter is to advise the Dealership that GMAC has decided to terminate the Dealership's wholesale credit line and terminate the Dealership's Revolving Line of Credit Agreement with GMAC dated October 16, 2000 (the "Revolving Line of Credit").

Accordingly, GMAC hereby demands full payment of all amounts due, including principal, unpaid accrued interest and any other charges, in connection with the Dealership's wholesale credit line and all amounts due under the Dealership's Revolving Line of Credit (all such amounts, along with any accrued interest and applicable fees, the "Dealership Obligations"). The principal amounts of such Dealership Obligations are as follows:

Dealership's wholesale line of credit

\$5,530,666.13

Dealership's Revolving Line of Credit Agreement

\$738,000.00

Payment for such Dealership Obligations is due on or before March 13, 2009 (the "Due Date") and the wholesale credit line and Revolving Line of Credit will be terminated on the Due Date. Interest on Dealership Obligations will continue to accrue and is payable with the outstanding principal balances and any other unpaid charges.

The failure of the Dealership to pay its wholesale credit obligations to GMAC by the Due Date will constitute a default of our WSA by the Dealership. In that event, GMAC will charge the Dealership a noncompliance fee of \$42,000.00, which will be immediately due and payable. The noncompliance fee would be in addition to any amounts owing to GMAC under the Dealership's wholesale credit line. This fee will neither extend the Dealership's wholesale credit line nor waive its default for failure to make the required payment. Further, GMAC will have all its rights and remedies under our Agreements and applicable law to collect the Dealership Obligations.

You are also advised that so long as the Dealership Obligations remain unpaid, the following conditions are in effect until further notice from GMAC:

- GMAC must retain possession of MCOs, titles, and keys to inventory.
- GMAC will continue to charge \$500 for each audit.
- The Dealership will be charged for security service required to protect GMAC's collateral.
- All demonstrator vehicles must be returned to the Dealership premises and "taken out of demonstrator service.

As always, you and the Dealership must strictly comply with all agreements with GMAC.

GMAC expressly reserves its rights under its agreements or applicable law. The Dealership's wholesale credit line is a discretionary line of credit and may be modified, suspended, or terminated at GMAC's election, in its sole discretion.

And IN

Josoph P. McCarthy

Director Commercial Lending